

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 1 to the
Professional Services
Agreement with Reid
Middleton, Inc. for additional
engineering services on the
PSO6 Reroute Project

____ Briefing
____ Proposed Action
____ Consent
____ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Amie Roshak, PE
Phone Number 425-257-7249
FOR AGENDA OF March 2, 2016

Initialed by:

Department Head _____

CAA db

Council President _____

Location

Port of Everett property
west of Bond Street

Preceding Action

Professional Services
Agreement, signed
October 13, 2015

Attachments

Amendment No. 1

Department(s) Approval

Public Works, Legal

Amount Budgeted	\$790,000	
Expenditure Required	\$19,470	Account Number(s): UP- 3583
Budget Remaining	\$594,921	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Reid Middleton is providing survey, structural and civil engineering services for the Puget Sound Outfall No. 6 (PSO6) Reroute project. Amendment No. 1 provides for additional services including geotechnical explorations and testing of soil and water samples taken along the new pipeline route. The testing will look for the presence of contaminants in the samples, which will determine how excavated soils can be disposed of during construction.

Previously authorized expenditures for the project include \$175,609 for survey, structural and civil engineering services. Total expenditures requested to date, including this request for additional services, are \$195,079. This is an additional amount of \$19,470.

The Port of Everett is the landowner and has agreed to equally split the cost of construction and consultant fee for this repair. The City's actual share of this additional expenditure will be \$9,735.00

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Public Services Agreement with Reid Middleton, Inc. for additional engineering services on the PSO6 Reroute Project for an additional amount of \$19,470.

AMENDMENT NO. 1

TO

AGREEMENT FOR ENGINEERING SERVICES

PSO6 Reroute Project

WHEREAS:

Reid Middleton, Inc. entered into an Agreement on October 13, 2015 to perform engineering design and construction services for the PSO6 Reroute Project for the City of Everett ("City");

The City desires to amend this Agreement by adding to the scope of services in order to perform the final engineering design and construction services and Reid Middleton, Inc. is willing to amend the agreement.

NOW, THEREFORE, Reid Middleton, Inc. and the City do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those conditions and exhibits listed below;

Section 4: Modify Paragraph D, which describes the maximum total compensation, by increasing the total maximum compensation by \$19,470. Delete the existing sentence and replacing with the following sentence:

"Total compensation, including all services and expenses, shall not exceed a maximum of One hundred ninety five thousand and seventy nine dollars (\$195,079)."

Amend the previous Exhibit A; Scope of Services, and Exhibit B; Project Hours, Expenses and Fee Estimate, by adding the following items:

Exhibit A1; Scope of Services, and
Exhibit B1; Project hours, Expenses and Fee Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

City of Everett, Washington


By: _____
Ray Stephanson, Mayor

Date: _____

Attest: _____
Sharon Marks, City Clerk

Date: _____

Reid Middleton, Inc.

By:  _____
Brian C. Moon

Date: 2/10/16

APPROVED AS TO FORM:

James D. Iles, City Attorney

Date: _____

Exhibit A-1 Scope of Work PSO6 Reroute Project

Task 1 – Additional Geotechnical Services

Objective

1. Provide sampling and testing of water and soil samples collected on-site.

Reid Middleton Services

1. Manage subconsultant
2. Provide information to subconsultant as requested.

Geotechnical Engineer Services

1. Shannon and Wilson and their subconsultants will provide geotechnical services.
2. Provide testing of soil cuttings from the monitoring well installation.
3. Mark the geoprobe locations and perform a private locate for underground utilities.
4. Three (3) Geoprobe explorations will be performed to a maximum depth of 20 feet or refusal with the use of a direct push truck and a Shannon & Wilson representative will be onsite to log and sample each of the explorations. Proposed geoprobe exploration locations are shown on Figure 1.
5. Cuttings from the geoprobe explorations will be drummed and left on site pending the results of analytical testing.
6. A total of five (5) soil samples and one (1) water sample will be collected and submitted for analytical testing.
7. Once the analytical results are received, review the results and provide a summary to be included as an appendix to the Geotechnical Engineering Report.
8. Retrieve and dispose of drums after testing is complete.

Task 2 – Additional Services

Objective

1. Provide additional as-yet-defined services as requested by the City.

Reid Middleton Services

1. It is difficult to accurately anticipate all the issues that may arise during the development of the project. This task establishes a contingency fund for unidentified and unanticipated work.
2. This task is specifically designed to allow payment to Reid Middleton under this contract for changes in the scope of work which the City determines to be necessary. The funds included in this task cannot be utilized without written approval from the City.

Client Responsibilities

1. When identified, authorize additional services in via email and/or in writing.

Assumptions

1. Five thousand dollars (\$5,000) is established for additional services.

Deliverables

1. To be determined.
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CITY OF EVERETT - EXHIBIT B-1
PROJECT HOURS, EXPENSES AND FEE ESTIMATE

Date: 11-Feb-16

Labor Category	Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)						Total Hours	Cost
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		
		Additional Geotech	Additional Services						
1 SE - Principal Engineer	\$ 68.30							-	\$ -
2 SE - Sr Engineer	\$ 52.95	2						2	\$ 106
3 SE - Project Engineer	\$ 41.25	2						2	\$ 83
4 SE - Design Tech	\$ 39.60							-	\$ -
5 SE - Sr Tech Writer	\$ 37.40							-	\$ -
6 SE - Project Administrator	\$ 31.85	2						2	\$ 64
7								-	\$ -
8								-	\$ -
9								-	\$ -
10								-	\$ -
11								-	\$ -
12								-	\$ -
13								-	\$ -
14								-	\$ -
15								-	\$ -
16 Staff								-	\$ -
17 Staff								-	\$ -
18 Staff								-	\$ -
19 Staff								-	\$ -
20 Staff								-	\$ -
Total Task Hours		6	0	0	0	0	0	6	
Subtotal Direct Salary Cost (DSC), \$		252	0	0	0	0	0		\$ 252
Overhead on DSC (Indirect cost) @, %		538	0	0	0	0	0		\$ 538
Total Labor Cost, \$		790	0	0	0	0	0		\$ 790
Expenses, \$		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Expenses	
		Additional Geotech	Additional Services						
1 Additional Service Allowance			5,000					\$	5,000
2 Expense								\$	-
3 Expense								\$	-
4 Expense								\$	-
5 Expense								\$	-
6 Expense								\$	-
7 Expense								\$	-
8 Per Labor Hr. Tech. Charge		0	0	0	0	0	0	\$	-
Total Expenses, \$		0	5,000	0	0	0	0	\$	5,000
TOTAL LABOR AND EXPENSES		790	5,000	0	0	0	0	\$	5,790
Subconsultant Expenses, \$		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Sub Expenses	
		Additional Geotech	Additional Services						
1 Shannon and Wilson		12,953							\$12,953
2 Subconsultant									\$0
3 Subconsultant									\$0
4 Subconsultant									\$0
5 Subconsultant									\$0
6 Subconsultant									\$0
7 Subconsultant									\$0
8 Subconsultant									\$0
TOTAL SUBCONSULTANTS		12,953	0	0	0	0	0		\$12,953
Subconsultant Admin Mark-up, %		648	0	0	0	0	0		\$648
Subtotal Cost by Task		14,391	5,000	0	0	0	0	\$	19,391
Fee/Profit (as % of Total DSC & Overhead)		79	0	0	0	0	0	\$	79
Next Year's Labor Escalation*		0	0	0	0	0	0	\$	-
TOTAL ESTIMATED COST AND FEE, \$		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total	
		Additional Geotech	Additional Services						
		14,470	5,000	0	0	0	0	\$	19,470

* Next year's labor escalation was calculated assuming [] of the work would be completed next year.

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Overall Project Multiplier	3.45
Fee/Profit as a % of DSC Only	31.33%